

# POPOWSKI LAW FIRM, LLC

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August 11, 2021

**Via Electronic Filing**

Jocelyn G. Boyd, Esquire  
Chief Clerk and Administrator  
Public Service Commission of South Carolina  
101 Executive Center Dr., Suite 100  
Columbia, SC 29210-8412

RE: Docket No. 2021-\_\_\_\_\_-T - Application for Class E Certificate for Bournias,  
LLC, dba All My Sons Moving & Storage

Dear Ms. Boyd:

Attached for filing with the Commission is the Application for a Class E Certificate for Bournias, LLC, dba All My Sons Moving & Storage. Please advise if you have any questions and thank you for your assistance.

With best regards, I am

Sincerely yours,

s/David Popowski

David Popowski

Enclosures  
cc: SC Office of Regulatory Staff

**RECEIVED**  
AUG 11 2021  
PSC SC  
MAIL / DMS

## STATE OF SOUTH CAROLINA

(Caption of Case)

Application for Class E Certificate for Bournias,  
LLC, dba All My Sons Moving & Storage

RECEIVED

AUG 11 2021

PSC SC  
MAIL / DMSBEFORE THE  
PUBLIC SERVICE COMMISSION  
OF SOUTH CAROLINA

## COVER SHEET

DOCKET/NDI

NUMBER: 2021 - - I

(Please type or print)

Submitted by: David Popowski

SC Bar Number: 4511

Address: Popowski Law Firm, LLC

Telephone: 843-722-8301

171 Church St., Suite 110

Fax: 843-722-8309

Charleston, SC 29401

Other: \_\_\_\_\_

Email: david@popowskilaw.com

NOTE: The cover sheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for use by the Public Service Commission of South Carolina for the purpose of docketing and must be filled out completely.

## DOCKETING INFORMATION (Check all that apply)

☐ Emergency Relief demanded in petition☐ Request for item to be placed on Commission's Agenda expeditiously☐ Other: \_\_\_\_\_

## INDUSTRY (Check one)

- ☐ Electric  
☐ Electric/Gas  
☐ Electric/Telecommunications  
☐ Electric/Water  
☐ Electric/Water/Telecom.  
☐ Electric/Water/Sewer  
☐ Gas  
☐ Railroad  
☐ Sewer  
☐ Telecommunications  
☒ Transportation  
☐ Water  
☐ Water/Sewer  
☐ Administrative Matter  
☐ Other: \_\_\_\_\_

## NATURE OF ACTION (Check all that apply)

- |  |  |  |
|--|--|--|
| <input type="checkbox"/> Affidavit                 | <input type="checkbox"/> Letter                            | <input type="checkbox"/> Request                   |
| <input type="checkbox"/> Agreement                 | <input type="checkbox"/> Memorandum                        | <input type="checkbox"/> Request for Certification |
| <input type="checkbox"/> Answer                    | <input type="checkbox"/> Motion                            | <input type="checkbox"/> Request for Investigation |
| <input type="checkbox"/> Appellate Review          | <input type="checkbox"/> Objection                         | <input type="checkbox"/> Resale Agreement          |
| <input checked="" type="checkbox"/> Application    | <input type="checkbox"/> Petition                          | <input type="checkbox"/> Resale Amendment          |
| <input type="checkbox"/> Brief                     | <input type="checkbox"/> Petition for Reconsideration      | <input type="checkbox"/> Reservation Letter        |
| <input type="checkbox"/> Certificate               | <input type="checkbox"/> Petition for Rulemaking           | <input type="checkbox"/> Response                  |
| <input type="checkbox"/> Comments                  | <input type="checkbox"/> Petition for Rule to Show Cause   | <input type="checkbox"/> Response to Discovery     |
| <input type="checkbox"/> Complaint                 | <input type="checkbox"/> Petition to Intervene             | <input type="checkbox"/> Return to Petition        |
| <input type="checkbox"/> Consent Order             | <input type="checkbox"/> Petition to Intervene Out of Time | <input type="checkbox"/> Stipulation               |
| <input type="checkbox"/> Discovery                 | <input type="checkbox"/> Prefiled Testimony                | <input type="checkbox"/> Subpoena                  |
| <input type="checkbox"/> Exhibit                   | <input type="checkbox"/> Promotion                         | <input type="checkbox"/> Tariff                    |
| <input type="checkbox"/> Expedited Consideration   | <input type="checkbox"/> Proposed Order                    | <input type="checkbox"/> Other: _____              |
| <input type="checkbox"/> Interconnection Agreement | <input type="checkbox"/> Protest                           |  |
| <input type="checkbox"/> Interconnection Amendment | <input type="checkbox"/> Publisher's Affidavit             |  |
| <input type="checkbox"/> Late-Filed Exhibit        | <input type="checkbox"/> Report                            |  |

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PUBLIC SERVICE COMMISSION OF SOUTH CAROLINA  
101 Executive Center Drive, Suite 100  
Columbia, South Carolina 29210

Phone: (803) 896-5100 FAX: (803) 896-5199

APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY FOR OPERATION OF  
MOTOR VEHICLE CARRIER

Select Class: (Check one)

Date: 07/13/2021

- ☒ E (HHG) - Household Goods  
☐ E (HAZ) - Hazardous Material

**IMPORTANT!** If application is to amend scope of authority, a current annual report must be on file with the Commission **before** application will be accepted. If application is for a NEW CERTIFICATE, do not submit annual report.

Check one:

- ☒ New Application  
☐ Amended Scope of Authority

Current Scope:  
(list counties)

Amended Scope:  
(list counties)

1.

Bournias, LLC dba All My Sons Moving & Storage

Name under which business is to be conducted (corporation, partnership, or sole proprietorship, with or without trade name)

6901-B Northpark Blvd, Charlotte, NC 28216

Street Address of Applicant

2400 Old Mill Rd Carrollton, TX 75007

Mailing Address of Applicant (if different from street address)

469-461-5000

Phone

888-486-5298

FAX

compliance@allmysons.com

Email Address

2. If the Applicant is an LLC or a corporation, a copy of the Certificate of Existence from the South Carolina Secretary of State and the Articles of Incorporation must be attached. (If incorporated outside of SC, attach South Carolina Secretary of State "Foreign Corporation" Certificate.)

## 3. Select Entity Type: (Check one)

- ☐ Individual Owner/Sole Proprietorship
- ☐ Partnership - List names and address of all person having an interest in the business.
- ☐ Corporation - List names and addresses of two principal officers.

N/A LLC

Chris Generale - President 2400 Old Mill Rd Carrollton, TX 75007

Nick Bouras - CFO 2400 Old Mill Rd Carrollton, TX 75007

4. Is applicant certified to provide **intrastate** transportation of household goods in another state: (Check one.)

- ☒ Yes ☐ No

*If yes, attach a letter from the regulatory agency in the state(s) stating applicant is in compliance with the rules and regulations of said state agency.*

## 5. Has applicant been convicted of operating with no intrastate household goods authority or failure to abide by the rules and regulations pertaining to the intrastate transportation of household goods in this state or any other state? (Check one.)

- ☐ Yes ☒ No

*If yes, list dates and nature of convictions below.*

## 6. Has applicant ever had a certificate authorizing the transportation of household goods revoked in this state or any other state? ( Check one.)

- ☐ Yes ☒ No

*If yes, list dates and nature of revocations below.*

Applicant is financially able to furnish the services as specified in this application and submits the following statement of assets and liabilities.

### Financial Statement (See attached Balance Sheet)

Applicant's assets and liabilities are as follows:

<u><b>Assets:</b></u>	<u><b>Liabilities:</b></u>
Value of Real Estate <input type="text"/>	Mortgage/Loan on Real Estate <input type="text"/>
Value of Motor Vehicles <input type="text"/>	Loans Owed on Motor Vehicles <input type="text"/>
Cash on Hand <input type="text"/>	Business/Other Loans Owed <input type="text"/>
Cash in Bank <input type="text"/>	Other Liabilities or Debts <input type="text"/>
Value of Other Assets and Equipment <input type="text"/>	<b>Total Liabilities</b> <input type="text"/>
<b>Total Assets</b> <input type="text"/>	

#### INSTRUCTIONS:

1. "Value of Real Estate" means the actual or estimated market value of any real property/buildings owned by the Company/Business Applying for a Certificate.
2. "Mortgage/Loan on Real Estate" means the outstanding balance on any Mortgage, Equity Line or other Loan secured by the Real Estate listed in Item 1.
3. "Value of Motor Vehicles" means the actual or fair estimated value of any moving vans, trucks or other vehicles owned by the Company/Business Applying for a Certificate.
4. "Loans Owed on Motor Vehicles" means the outstanding balance on any loans or liens on the vehicles listed in Item 3.
5. "Cash on Hand" is the total of actual cash held by the Company/Business applying for a Certificate on the day this form is filled out.
6. "Business/Other Loans Owed" means the outstanding balance on any small business loan or other unsecured loan made by a person, bank or business to the Business/Company applying for a Certificate.
7. "Cash in Bank" means the current balance in checking accounts, savings accounts or the like in the name of the Company/Business applying for a Certificate. Do not include retirement accounts or personal bank account balances.
8. "Value of Other Assets and Equipment" should include the actual or estimated value of items such as office equipment (computers/furnishings), moving equipment (hand trucks/blankets/strapping), and trailers.
9. "Other Liabilities or Debts" means specific amounts/balances which the Company/Business applying for a Certificate knows that it owes to other persons or companies; for example Franchise Fees. This does NOT include regular bills such as electricity bills, security system costs, insurance, salaries, etc.

**PROPOSED RATES AND CHARGES FOR SERVICE**Proposed Rates and Charges (List only maximum charges per mile or trip, and/or hourly rate):

See Attached Tariff.

**COMMODITIES TO BE TRANSPORTED AND AREA(S) TO BE SERVED**

Commodities to be Transported: (Check one)

☒ Household Goods, as defined in R103-210(1)☐ Hazardous Wastes, as defined in R103-210(2)Requested Scope of Authority: Check all counties in which you are requesting permission to operate.

You will only be allowed to operate in those counties checked below. You may request "Statewide" authority if you intend to operate in all counties in South Carolina.

- |                                     |                                       |                                     |                                     |   |
|-------------------------------------|---------------------------------------|-------------------------------------|-------------------------------------|---|
| <input type="checkbox"/> Abbeville  | <input type="checkbox"/> Cherokee     | <input type="checkbox"/> Florence   | <input type="checkbox"/> Lee        | <input type="checkbox"/> Saluda               |
| <input type="checkbox"/> Aiken      | <input type="checkbox"/> Chester      | <input type="checkbox"/> Georgetown | <input type="checkbox"/> Lexington  | <input type="checkbox"/> Spartanburg          |
| <input type="checkbox"/> Allendale  | <input type="checkbox"/> Chesterfield | <input type="checkbox"/> Greenville | <input type="checkbox"/> Marion     | <input type="checkbox"/> Sumter               |
| <input type="checkbox"/> Anderson   | <input type="checkbox"/> Clarendon    | <input type="checkbox"/> Greenwood  | <input type="checkbox"/> Marlboro   | <input type="checkbox"/> Union                |
| <input type="checkbox"/> Bamberg    | <input type="checkbox"/> Colleton     | <input type="checkbox"/> Hampton    | <input type="checkbox"/> McCormick  | <input type="checkbox"/> Williamsburg         |
| <input type="checkbox"/> Barnwell   | <input type="checkbox"/> Darlington   | <input type="checkbox"/> Horry      | <input type="checkbox"/> Newberry   | <input type="checkbox"/> York                 |
| <input type="checkbox"/> Beaufort   | <input type="checkbox"/> Dillon       | <input type="checkbox"/> Jasper     | <input type="checkbox"/> Oconee     |   |
| <input type="checkbox"/> Berkeley   | <input type="checkbox"/> Dorchester   | <input type="checkbox"/> Kershaw    | <input type="checkbox"/> Orangeburg | <input checked="" type="checkbox"/> Statewide |
| <input type="checkbox"/> Calhoun    | <input type="checkbox"/> Edgefield    | <input type="checkbox"/> Lancaster  | <input type="checkbox"/> Pickens    |   |
| <input type="checkbox"/> Charleston | <input type="checkbox"/> Fairfield    | <input type="checkbox"/> Laurens    | <input type="checkbox"/> Richland   |   |

## DESCRIPTION OF EQUIPMENT

You are **not** required to own a vehicle to file an application. However, prior to the Commission hearing, you will be required to have obtained a vehicle.

MAKE	YEAR & MODEL	VIN#	EMPTY WEIGHT
ISUZU	2020 NRR	JALE5W168L7304197	12,880 lbs.
ISUZU	2020 NRR	JALE5W160L7304193	12,880 lbs.
International	2022 MV607	3HAEUMML2NL438806	17,980 lbs.
Freightliner	2020 M2	3ALACWFB4LDLP3811	17,980 lbs.
Freightliner	2014 M2	1FVACWDT8EHFZ0497	17,980 lbs.
Freightliner	2014 M2	1FVACWDT6EHFZ0501	17,980 lbs.
Freightliner	2014 M2	1FVACWDT8EHFZ0502	17,980 lbs.
Freightliner	2014 M2	1FVACWDT4EHFZ0500	17,980 lbs.
Freightliner	2016 M2	3ALACWDT0GDGW3032	17,980 lbs.
Freightliner	2016 M2	3ALACWDT2GDGW3033	17,980 lbs.
Freightliner	2016 M2	3ALACWDT9GDGW3031	17,980 lbs.
Freightliner	2017 M2	3ALACWDT7HDHV4784	17,980 lbs.
Freightliner	2017 M2	3ALACWDT9HDHV4785	17,980 lbs.
Freightliner	2014 M2	1FVACWDTXEHFZ0498	17,980 lbs.
International	2022 MV607	3HAEUMML7NL350320	17,980 lbs.

**DESCRIPTION OF EQUIPMENT: CONTINUED**

<b>MAKE</b>	<b>YEAR &amp; MODEL</b>	<b>VIN#</b>	<b>EMPTY WEIGHT</b>
International	2022 MV607	3HAEUMML8NL808852	17,980 lbs.
International	2020 MV607	3HAEUMML9LL377189	17,980 lbs.
International	2020 MV607	3HAEUMML0LL378585	17,980 lbs.
International	2020 MV607	3HAEUMML5LL382129	17,980 lbs.
International	2020 MV607	3HAEUMML9LL378584	17,980 lbs.
International	2020 MV607	3HAEUMML8LL377524	17,980 lbs.



## INSURANCE QUOTE

This form **MUST BE COMPLETED.**

The insurance quote must be complete, listing current insurance premiums. At the discretion of the Commission, a copy of current insurance policies may be required. Do not provide a copy of insurance policies unless requested. You will not be required to purchase insurance until your application has been approved and an order has been issued by the PSC. THIS IS ONLY A QUOTE.

The following insurance quote is for:

Bournias, LLC dba All My Sons Moving & Storage

Name of Applicant

6901-B Northpark Blvd., Charlotte, NC 28216

Address of Applicant

**Amount of Premium:**

**Limits Quoted: (See Below)**

Liability Insurance \$ \$42,991.86

Limits \$1,000,000

Cargo Insurance \$ \$12,991.86

Limits \$750,000

\* Attach Certificate of Insurance if available.

Auto: Arch Insurance Company / Cargo: Hanover Insurance Company

Name of Insurance Company

Arch: 15303 Dallas Pkwy #1060, Addison, TX 75001 / Hanover: 440 Lincoln St., Worcester, MA 01605

Home Office Address of Company

I, the Applicant, am familiar with the Commission's Rules and Regulations relating to insurance requirements and the above quote meets the minimum insurance limits prescribed. The insurance company making this quote is authorized by the South Carolina Department of Insurance to do business in South Carolina.

\* Form E and Form H Certificates of Insurance are required to be filed with the Office of Regulatory Staff (ORS). The schedule of minimum limits for Household Goods carriers are listed below:

Vehicle liability for vehicles less than 10,000 lbs. GVWR	\$ 500,000
Vehicle liability for vehicles 10,000 lbs. or more GVWR	\$ 750,000
Cargo - For loss of or damage to property carried on any one motor vehicle	\$ 2,500
For loss of or damage to or aggregate of losses or damages of or to property occurring at any one time and place	\$ 5,000

**NOTICE:**

If you wish to self-insure your motor vehicles for liability and property damage, you must comply with S.C. Code Ann. Sections 56-9-60 and 58-23-910. For more information, contact the Department of Motor Vehicles at (803) 896-8457 or (803) 896-9903.

If you wish to apply as a self-insured for worker's compensation coverage in South Carolina you may do so with the South Carolina Worker's Compensation Commission (WCC) provided that you will be able to: 1) post a surety bond or letter-of-credit with the WCC for a minimum of \$500,000, 2) agree to pay a yearly self-insurance tax, and 3) agree to pay an annual assessment to the South Carolina Second Injury Fund. For more information, contact the WCC Self-Insurance Division at (803) 737-5712 or on the web at [www.wcc.state.sc.us/self-insurance](http://www.wcc.state.sc.us/self-insurance).



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/10/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  
Arthur J. Gallagher Risk Management Services, Inc.  
12444 Powerscourt Drive, Suite 500  
Saint Louis MO 63131

CONTACT NAME: Cyndy Schindler

PHONE (A/C, No. Ext): 314.800.2214

FAX (A/C, No):

E-MAIL ADDRESS: cyndy.stork@ajg.com

## INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Hanover Insurance Company

22292

INSURER B: Arch Insurance Company

11150

INSURER C: Gemini Insurance Company

10833

INSURER D: Arch Indemnity Insurance Company

30830

INSURER E: Travelers Excess and Surplus Lines Co

29696

INSURER F:

INSURED  
Bournais, LLC dba All My Sons Moving & Storage  
6901B Northpark Blvd  
Charlotte NC 28216

RVNDHOL-01

## COVERAGES

CERTIFICATE NUMBER: 1308411672

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	41GPP1051500	4/30/2021	4/30/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/>	Y	Y	41CAB1051600	4/30/2021	4/30/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	Y	Y	GVE100254201 ZUP-71N39174-21-NF	4/30/2021 4/30/2021	4/30/2022 4/30/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	Y	44WC1051700	4/30/2021	4/30/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Cargo/Warehouse			IHK D129149	4/30/2021	4/30/2022	Any One Truck \$250,000 Any One Occurrence \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

For Information Purposes

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

**Exhibit Fit, Willing, and Able (FWA)**

Bournias LLC dba All My Sons Moving &amp; Storage

Name

1. Does Applicant have a Safety Rating from the U.S.D.O.T.?

☐ Yes ☒ No ☐ Pending (Submit when received.)

If Yes, indicate rating below and provide copy.

☐ Satisfactory ☐ Conditional ☐ Unsatisfactory

2. Have any of Applicant's drivers or vehicles been placed "out of service" by Transport Police safety officers in the past twelve (12) months?

☐ Yes ☒ No

3. Are there currently any outstanding judgment(s) against the Applicant?

☐ Yes ☒ No

If "Yes", list judgements here:

--

4. Is Applicant familiar with all statutes and regulations, including safety regulations and workers' compensation laws that govern for-hire motor carrier operations in South Carolina, and does Applicant agree to operate in compliance with these statutes and regulations?

☒ Yes ☐ No

5. Is Applicant aware of the Commission's insurance requirements and the insurance premium costs associated therewith? (The Insurance Quote on Page 6 must be completed, listing current insurance premiums.)

☒ Yes ☐ No

PUBLIC SERVICE COMMISSION OF SOUTH CAROLINA  
101 EXECUTIVE CENTER DRIVE, SUITE 100  
COLUMBIA, SOUTH CAROLINA 29210

Applicant is familiar with the provision of S.C. Code Ann. §58-23-10, et seq.(1976), and amendments thereto, and R.103-100 through R.103-241 of the Commission's Rules and Regulations for Motor Carriers (Volume 10, S.C. Code Ann. Regs., 1976), and R.38-400 through R.38-503 of the Department of Public Safety's Rules and Regulations for Motor Carriers (Volume 2, S.C. Code Ann., 1976) and amendments thereto, and hereby promises compliance therewith.

S.C. Code Ann. Section 58-3-250 states, in part, that every final order of the Commission must be served by electronic service, registered or certified mail, upon the parties to the proceeding or their attorneys.

Please check the applicable box:

- ☒ The Applicant AGREES to receive future Commission orders related to the Applicant's authority in South Carolina through the Commission's eService System. The Applicant authorizes the Commission to serve its orders by using the e-mail address as it appears on page one of this Application. To sign up for eService notifications, please visit [www.psc.sc.gov](http://www.psc.sc.gov) to create a My DMS account.
- ☐ The Applicant DOES NOT AGREE to receive future Commission orders related to the Applicant's authority in South Carolina through the Commission's eService System.

The Applicant believes that there is a need for its company's services in the proposed service area.

The Applicant understands that this completed Application serves as prefiled testimony for the Applicant for hearing purposes.

The Applicant for the Certificate of Public Convenience and Necessity as set forth in the foregoing, swear or affirm that all statements contained in the above application are true and correct.

  
Applicant's Signature

President

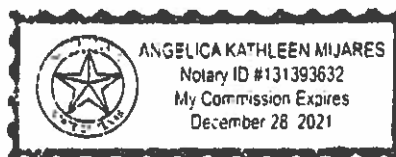
Title of Applicant (e.g. President, Owner, etc.)

STATE OF Texas )  
~~SOUTH CAROLINA~~ )  
COUNTY OF Denton )

SWORN TO BEFORE ME  
This 27<sup>th</sup> day of July, 2021

  
Notary Public

Commission Expires December 28, 2021



Detach, complete and remit AFTER your safety audit has been performed by State Transport Police.

Bournias, LLC dba All My Sons Moving & Storage

Applicant's Name

### Safety Certification

If your operations are subject to Safety Fitness Procedures of the Federal Motor Carrier Safety Regulations (FMCSR) (49 CFR Parts 100-199), even if you have not yet received a Safety Fitness Rating, you must certify as follows:

Applicant has access to and is familiar with all applicable U.S.D.O.T regulations relating to the safe operation of Commercial vehicles. In so certifying, applicant is verifying that, as a minimum, it:

1. Has in place a system and an individual responsible for ensuring overall compliance with the FMCSR and the HM regulations;
2. Can produce a copy of the FMCSR and the HM regulations;
3. Has in place a driver safety/orientation program;
4. Is familiar with the FMCSR governing driver qualifications and has in place a system for overseeing driver qualification requirements in accordance with 49 CFR Part 391.51C;
5. Has in place policies and procedures consistent with FMCSR governing driving and operational safety of commercial motor vehicles, including drivers' hours of service and vehicle inspection, repair, and maintenance (49 CFR Parts 392, 395 and 396);
6. Are in compliance with the Controlled Substance and Alcohol Use and Testing as stated in FMCSR (49 CFR Part 40, 382, if applicable).

Any applicant who certifies they are in compliance with FMCSR and/or the HM regulations and upon completion of a compliance review audit, is found not to be in compliance, may have its certificate revoked.

PLEASE CHECK THE APPROPRIATE RESPONSE BELOW:

☒ Yes ☐ Not Applicable

Exempt Applicants - If you will operate only small vehicles (GVWR of 26,001 pounds or less) and do not transport hazardous materials in a quantity to require placarding under the HM regulations and are thus exempt from the FMCSR and HM regulation, you must certify as follows:

Applicant is familiar with and will observe FMCSR general operational safety fitness guidelines.

PLEASE CHECK THE APPROPRIATE RESPONSE BELOW:

☒ Yes ☐ Not Applicable

I, Chris Generale, verify under penalty of perjury under the laws of the State of South Carolina, that all information supplied on this form or relating to this application is true and correct. Further, I certify that I am qualified and authorized to file this application. I know that willful misstatements or omissions of material fact constitute criminal violations punishable by imprisonment and fines as prescribed by law. (Note: This oath embraces all schedules and supplemental filings to this application).

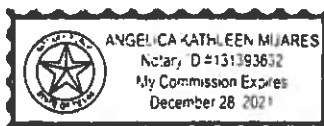
SWORN TO BEFORE ME

This 27<sup>th</sup> day of July, 2021

Notary Public

Commission Expires December 28, 2021

  
Applicant's Signature



Print Application

# *The State of South Carolina*



*Office of Secretary of State Mark Hammond*

## **Certificate of Authority**

**I, Mark Hammond, Secretary of State of South Carolina Hereby Certify that:**

Bournias, LLC, a limited liability company duly organized under the laws of the State of Delaware, and issued a certificate of authority to transact business in South Carolina on July 27th, 2021, with a duration that is at will, has as of this date filed all reports due this office, paid all fees, taxes and penalties owed to the State, that the Secretary of State has not mailed notice to the company that it is subject to being dissolved by administrative action pursuant to S.C. Code Ann. §33-44-1006, and that the company has not filed a certificate of cancellation as of the date hereof.

Given under my Hand and the Great Seal  
of the State of South Carolina this 27th day  
of July, 2021.

  
Mark Hammond, Secretary of State





## State of North Carolina Utilities Commission

### COMMISSIONERS

Charlotte A. Mitchell, Chair  
 ToNola D. Brown-Bland      Kimberly W. Duffley  
 Lyons Gray                  Jeffrey A. Hughes  
 Daniel G. Clodfelter        Floyd B. McKissick, Jr.

July 27, 2021

To Whom It May Concern:

Bournias, LLC, d/b/a All My Sons Moving and Storage, 6901-B Northpark Boulevard, Charlotte, North Carolina, 28216, currently holds a certificate of exemption, C-601, granted by the North Carolina Utilities Commission (NCUC) to transport household goods between all points and places in North Carolina.

As of July 23, 2021 (the most recent monthly update) Bournias, LLC, d/b/a All My Sons Moving and Storage is included on the NCUC's "List of Carriers with Certificate of Exemptions Numbers (C)" which indicates that the household goods mover has maintained the required insurances to perform household moves within North Carolina. As of July 27, 2021, the North Carolina Department of Motor Vehicles database indicates that Bournias, LLC, d/b/a All My Sons Moving and Storage's auto liability and cargo insurance coverage remains in place.

The Public Staff – North Carolina Utilities Commission investigates complaints filed with the NCUC against household goods movers. I contacted Krishna Rajeev, Director, Public Staff – Transportation Division and inquired whether there are any outstanding complaints against Bournias, LLC, d/b/a All My Sons Moving and Storage. Mr. Rajeev stated that at this time there aren't any open complaints against Bournias, LLC, d/b/a All My Sons Moving and Storage.

Bournias, LLC, d/b/a All My Sons Moving and Storage is current with its NCUC annual report filing requirements and quarterly regulatory fees.

Based upon the review of above-mentioned items, Bournias, LLC, d/b/a All My Sons Moving and Storage is currently in good standing with the NCUC with respect to its authority to transport household goods between all points and places in North Carolina.

Sincerely,

Nicholas Jeffries  
 Director, Transportation Utilities Regulation  
 North Carolina Utilities Commission

STREET ADDRESS:  
 430 North Salisbury Street · Raleigh, NC 27603

MAILING ADDRESS:  
 4325 Mail Service Center · Raleigh, NC 27699-4300

Telephone: (919) 733-4249  
 Facsimile: (919) 733-7300

**Bournias, LLC dba All My Sons Moving & Storage****Balance Sheet**

As of December 31, 2020

**ASSETS**

	<i>As of</i> <i>Dec 31, 2020</i>
<b>Current Assets</b>	
Cash in bank	\$ 447,612
Accounts receivable	3,836
Other current assets	23,029
Due to/from affiliates	2,707,216
<b>Total Current Assets</b>	<b>3,181,693</b>
<b>Property, Plant and Equipment</b>	
Transportation, moving and office equipment	20,916
Buildings and leasehold improvements	26,080
Land	-
<b>Total Property, Plant and Equipment, at cost</b>	<b>46,996</b>
Less accumulated depreciation	(20,362)
<b>Net Property, Plant and Equipment</b>	<b>26,634</b>
Other Assets	576,973
<b>Total Assets</b>	<b>\$ 3,785,300</b>

**Bournias, LLC dba All My Sons Moving & Storage****Balance Sheet**

Balance Sheet (Continued)

**LIABILITIES AND SHAREHOLDER'S EQUITY**

	<i>As of</i> <i>Dec 31, 2020</i>
<b>Current Liabilities</b>	
Accounts payable	\$ 26,213
Accrued expenses	167,455
Accrued interest expense	-
Other current liabilities	209,377
Due to Affiliates	-
Line of credit	-
Current portion of long-term debt	-
<b>Total Current Liabilities</b>	<b>403,045</b>
<b>Long-Term Liabilities</b>	
Notes Payable	-
Other Notes Payable	-
Total Notes Payable	-
Deferred Rent	-
Other liabilities	371,724
<b>Total Long-Term Liabilities</b>	<b>371,724</b>
<b>Total Liabilities</b>	<b>774,769</b>
<b>Shareholders' Equity</b>	
Common Stock	-
Additional Paid in Capital	-
Distributions	-
Stockholder notes receivable	-
Retained Earnings	3,010,531
<b>Total Shareholders' Equity</b>	<b>3,010,531</b>
<b>Total Liabilities and Shareholders' Equity</b>	<b>\$ 3,785,300</b>



**Bournias, LLC dba All My Sons Moving & Storage****Income Statement**

January through December 2020

	<b>Jan - Dec 2020</b>
<b>Moving and storage revenue</b>	<b>\$ 5,687,610</b>
<b>Expenses</b>	
Operating	2,489,690
Selling, General and Administrative	1,598,550
<b>Total Expenses</b>	<b>4,088,240</b>
<b>Income/(Loss) from operations</b>	<b>1,599,370</b>
<b>Other Expenses</b>	
Depreciation expense	12,537
Interest Expense	605
Gain/Loss on Sale of Equipment	-
Other Non-Operating Expense	111
<b>Total Other Expenses</b>	<b>13,253</b>
<b>Income Before Taxes</b>	
Income Taxes (State)	-
<b>Net Income (Loss)</b>	<b>\$ 1,586,117</b>

**AMS TARIFF NO. 1**

**Bournias, LLC d/b/a All My Sons Moving & Storage**

**JOINT AND LOCAL RATES  
APPLYING ON**

**HOUSEHOLD GOODS**

**TRAFFIC HAVING ORIGIN, DESTINATION AND ENTIRE  
TRANSPORTATION WITHIN THE STATE OF SOUTH CAROLINA  
HOUSEHOLD GOODS TARIFF**

**EFFECTIVE DATE:**

**ISSUED BY:**

**Bournias, LLC d/b/a All My Sons Moving & Storage**

## Bournias, LLC d/b/a All My Sons Moving & Storage

### I. Packing/Moving/Labor Rates:

#### A. October 1 through March 15 (Off Peak)

##### 1. Monday through Thursday

Number of Movers + Van	Hourly Rate
Van + 2 men	\$119.00
Van + 3 men	\$149.00
Van + 4 men	\$179.00

##### 2. Friday through Sunday

Number of Movers + Van	Hourly Rate
Van + 2 men	\$129.00
Van + 3 men	\$159.00
Van + 4 men	\$189.00

**Note:** First 3 days & last 3 days of each month and Holidays will be charged Friday through Sunday rates.

#### B. March 16 through September 30 (Peak)

##### 1. Monday through Thursday

Number of Movers + Van	Hourly Rate
Van + 2 men	\$129.00
Van + 3 men	\$169.00
Van + 4 men	\$199.00

##### 2. Friday through Sunday

Number of Movers + Van	Hourly Rate
Van + 2 men	\$139.00
Van + 3 men	\$179.00
Van + 4 men	\$209.00

**Note:** First 3 days & last 3 days of each month and Holidays will be charged Friday through Sunday rates.

### Notes:

1. \$44 charge per hour per additional man during off-peak season. \$50 charge per hour per additional man during peak season.

2. Standard rates charged for each additional van. Example: The hourly rate for an offseason weekday move with 2 vans + 4 men is \$238.00 (\$119.00 + \$119.00).
3. 2-hour labor minimum on all moves.
4. 4-hour labor minimum on holidays.
5. A one-time trip charge of one hour (at the applicable hourly rate) will be charged for moves originating within 0-50 miles from the Charlotte, NC office / warehouse
6. Round trip travel time will be charged for any move traveling more than 50 miles one way from the office in Charlotte. Round trip travel time is calculated by multiplying the applicable hourly rate times the actual mileage traveled divided by 50. (e.g. 150 miles traveled / 50 = 3 x \$119 (off peak weekday van + 2men) = round trip travel charge of \$357.00).
7. Wait time not caused by the carrier will be charged at the applicable hourly rate.
8. A charge of \$75.00 will be applied for each additional stop other than the final destination
9. For all active members of the Armed Forces, Veterans, and senior citizens (65 years and older), the carrier will provide a \$50 discount.
10. Charges based on time shall be computed by multiplying the hourly rate by the time involved. Unless otherwise provided, fractions of an hour will be disposed of as follows:
  - (a) Where the time involved is 15 minutes or less, the charge shall be for one quarter of an hour.
  - (b) Where the time involved is more than 15 minutes but less than 30 minutes, the charge shall be for one half hour.
  - (c) Where the time involved is more than 30 minutes but less than 45 minutes, the charge shall be for three quarters of an hour.
  - (d) Where the time involved is more than 45 minutes, the charge shall be for one hour.
11. Overnight truck storage fee is \$250, per truck, per day.

## **II. Fuel Surcharge**

A fuel surcharge of 12% of the total charges (labor travel and materials) will be added to each bill.

## **III. Packing Containers (Material Prices)**

Packing Containers/Material will be charged at Market Value price, plus 25%.

**IV. Bulky Items**

<b>Motorcycles</b>	<b>\$80.00</b>
<b>Piano / Pipe organ 400 pounds or more</b>	<b>\$75.00</b>
<b>Grand Piano</b>	<b>\$75.00</b>
<b>Safe</b>	<b>\$75.00</b>
<b>Hot Tub</b>	<b>\$150.00</b>
<b>Riding Mower</b>	<b>\$75.00</b>
<b>Canoe / Small Boat</b>	<b>\$75.00</b>

**V. Billing / Other**

Carrier requires payment in cash, a valid credit or debit card or by certified funds before household goods will be released unless other payment arrangements have been made with and accepted by the carrier prior to the start of the move.

**VI. Rules and Regulations****A. Claims**

1. All claims for loss, damage or overcharge must be in writing and attached to the Bill of Lading.
2. Customer (shipper) must notify carrier of all claims for concealed damage within 30 days of the move. All My Sons Moving & Storage must be given a reasonable opportunity to inspect the damaged items.
3. Customer(shipper) is required to declare in writing the released value of the property. The agreed or declared value of the property is hereby specifically stated by the customer (shipper) and confirmed by the signature hereon to be not exceeding 60 cents per pound per article unless specifically excepted. The customer (shipper) hereby declares valuations in excess of the above limits on the following articles: No additional valuation purchased.

**B. Computing Charges**

1. All My Sons Moving & Storage rates and charges are computed by multiplying the applicable hourly rate by the time as provided in Section I plus additional charges for packing containers, storage, fuel and bulky items as providing in Sections II, III, IV and V.
2. All My Sons Moving & Storage reserves the right to offer and run special promotions from time to time. Any such promotions will be submitted to

the Public Service Commission for approval, filed with ORS, and attached to the bill of lading.

**C. Governing Authorities**

1. All My Sons Moving & Storage rates and charges are governed by the terms and conditions of this tariff, the Rules and Regulations of the South Carolina Public Service Commission and the laws of the State of South Carolina.

**D. Items of Particular Value**

1. All My Sons Moving & Storage does not assume any liability whatsoever for documents, currency, credit cards, jewelry, watches, precious stones or articles of extraordinary value including accounts, bills, deeds, evidences of debt, securities, notes, postage stamps, stamp collections, trading stamps, revenue stamps, letters or packets of letters, alcoholic beverages, firearms, coin collections, articles of peculiarly inherent or intrinsic value, precious metals or articles manufactured therefrom. All My Sons Moving & Storage will not accept responsibility for safe delivery of such articles if they come into All My Sons Moving & Storage's possession with or without All My Sons Moving & Storage's knowledge.

**E. Bill of Lading, Contract Terms and Conditions**

1. Each customer will be provided with a copy of All My Sons Moving & Storage's Bill of Lading. The terms and conditions of the Bill of Lading are hereby incorporated by reference as if they were repeated verbatim here.
2. Each customer will be provided with a copy of All My Sons Moving & Storage's Notice of Limitation of Liability for items constructed of pressboard, particle board and engineered wood furniture. A copy of this Notice is attached hereto as Addendum B and its terms are incorporated by reference as if they were repeated verbatim here.
3. Each customer will be provided with a copy of All My Sons Moving & Storage's Customer Checklist. A copy of this Checklist is provided below and its terms are incorporated by reference as if they were repeated verbatim here.



**NOTICE**  
**LIMITATION OF LIABILITY ON**  
**PRESSBOARD, PARTICLE BOARD AND/OR**  
**ENGINEERED WOOD FURNITURE**

Furniture manufactured from press-board, particleboard, and/or engineered wood is designed to into a box from the manufacturer to the retailer and then to the end user unassembled. It is not constructed to withstand the normal stress of a move as an assemble unit. Most is not designed with the extra wood structural pieces to adequately brace the unit for movement out of or into a residence, nor the normal truck vibration even in air-ride trailers. Usually chips and dents are not repairable. Surface Impressions can be made on the furniture when writing on a single piece of paper. Assembly instructions frequently suggest that the connecting hardware pieces be glued in place. This does not significantly improve the structural integrity of the pieces, but does make disassembly impossible without creating substantial, un-repairable damage.

- **Option 1-** I/we choose to disassemble all press-board, particleboard and/or engineered wood furniture prior to the move. I/we assume all responsibility for damage to the press-board, particleboard and/or engineered wood furniture, which may occur during the disassembly of the furniture.
- **Option 2-** I/we have engaged the services of another individual or company to disassemble all press-board, particleboard and/or engineered wood furniture prior to the move. I/we assume all responsibility for damage, which may occur to the press-board, particleboard and/or engineered wood furniture during the disassembly of the unit(s).
- **Option 3-** I/we am/are tendering furniture constructed of press-board, particleboard and/or engineered wood furniture fully assembled as part of our move. I/ we understand that any claims for damages to the press-board, particleboard and/or engineered wood furniture may be denied due to inherent vice, based upon the fact that fully assembled press-board, particleboard and/or engineered wood furniture is inherently susceptible to damage as outlined above.

**SHIPPER, OWNER, OR CONSIGNEE MUST SELECT OPTION 1, 2, OR 3.**

Shipper, owner, or consignee \_\_\_\_\_ Date \_\_\_\_\_



## Customer Checklist

**\*\*\* Customer Please Read Carefully, This for your Protection!\*\*\***

1. **Items Left:** *All My Sons Moving & Storage cannot be held responsible for items left at residence after loading.* It is the customer's responsibility to make sure the nothing is left behind. Please be sure to go room by room with your driver to make sure everything is out prior to truck leaving job. **Initial:** \_\_\_\_\_
2. **Packed By Owner or "PBO":** *Damages incurred to "PBO" items can not be compensated for the event of a claim as we did not pack theses items & are unaware of their existing condition.* **Initial:** \_\_\_\_\_
3. **Valuables:** *Never pack money(including coins), jewelry, Important papers, medicine, or other irreplaceable family heirlooms on the moving truck.* Please carry these items with you to protect their value.  
**Initial:** \_\_\_\_\_
4. **Appliances:** *All My Sons Moving & Storage cannot disconnect or reconnect any gas, plumbing or electrical items.* Our men are not qualified to do this nor is this part of All My Sons Moving & Storage's Policies and Procedures.
5. **Electronics:** All sensitive electronics and TVs (Plasma,LCD, LED) will need to go into their original boxes or crate. If needed, All My Sons Moving & Storage will build a box or crate for their protection. We can provide this for you at an additional charge as set forth above in AMS Tariff No. 1, Section III. **Initial:** \_\_\_\_\_
6. **Firearms/Chemicals:** *We are **PROHIBITED BY LAW** from transporting firearms, ammunition, gun powder, primer, paints, fuel, or chemicals of any kind.* All these items the customer is responsible for moving.  
**Initial:** \_\_\_\_\_
7. **Walls, Banisters, floors, ceiling, etc:** *While attempting to move any furniture or other items into or out of any area of the home or property, the customer hereby accepts all responsibility for any piece, and any damage which may occur.* **Initial:** \_\_\_\_\_
8. **Payment:** *All My Sons Moving & Storage collects payment on delivery. All My Sons does not do any post billing.* We accept Cash and Major Credit and Debit Cards: **Initial:** \_\_\_\_\_
9. **Valuation:** The customer is required to declare in writing the released value of the property. The agreed or declared value of the property is hereby specifically stated by the customer and confirmed by their initials hereon to be not exceeding **60 cents per pound per article.** **Initial:** \_\_\_\_\_

**Customer Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_



## Carrier Ref./BOL No.

6901-B Northpark Blvd., Charlotte, NC 28216  
(704) 568-7767

**QUESTIONS ABOUT THIS FORM OR YOUR MOVE?**

Call the Consumer Services Division of the South Carolina Office of Regulatory Staff (ORS) @ 1-800-922-1531 or 803-737-5230

## CONTRACT TERMS AND CONDITIONS OF UNIFORM HOUSEHOLD GOODS BILL OF LADING

This contract is subject to all rules, regulations, rates, and charges in its Tariff on file with the South Carolina Public Service Commission (PSC) including, but not limited to, the following terms and conditions:

**SECTION 1:** The carrier shall be liable for physical loss of or damage to any articles from external cause while being carried or held in storage-in-transit EXCEPT loss, damage, or delay caused by or resulting:

- (a) From an act, omission, or order of shipper;
- (b) From defect or inherent vice of the article, including susceptibility to damage because of atmospheric conditions such as temperature and humidity or changes therein;
- (c) From (1) hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack (A) by any government or sovereign power, or by any authority maintaining or using military, naval or air forces; or (B) by military, naval or air forces; or (C) by an agent of any government, power, authority or forces; (2) any weapon of war employing atomic fission or radioactive force whether in time of peace or war; (3) insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating, or defending against such an occurrence; (4) seizure or destruction wider quarantine or customs regulations; (5) confiscation by order of any government or public authority; or (6) risks of contraband or illegal transportation or trade;
- (d) From strikes, lockouts, labor disturbances, riots, civil commotions, or the acts of any person or persons taking part in any such occurrence or disorder; and
- (e) From Acts of God.

**SUBJECT**, in addition to the foregoing, the following limitations apply on the carrier's liability:

The carrier's maximum liability shall be one of the following:

- (1) The actual loss or damage not exceeding sixty (60) cents per pound of the weight of any lost or damaged article when the shipper has released the shipment to carrier, in writing, with liability limited to sixty (60) cents per pound per article; or
- (2) Depreciated Replacement value of the lost or damaged item beyond repair provided that the shipper elects such valuation coverage and agrees to pay applicable rates or the option of satisfactory repairs.

FURTHER, a shipper's failure to notify the carrier in writing that an article having a value that exceeds \$2,000 or \$100 per pound will be included in the shipment will restrict the carrier's maximum liability to \$100 per pound for each pound of any lost or damaged article (based on actual article weight), not to exceed the declared value of the entire shipment.

**SECTION 2.** The carrier shall not be liable for delay caused by highway obstruction, or faulty or impassable highways, or lack of capacity of any highway, bridge or ferry, or caused by breakdown or mechanical defect of vehicles or equipment, or from any cause other than negligence of the carrier; nor shall the carrier be bound to transport by any particular schedule, means, vehicle, or otherwise than with reasonable dispatch. Every carrier shall have the right in case of physical necessity to forward said property by any carrier or route between the point of shipment and the point of destination.

**SECTION 3.** Shipper's or consignor's and/or consignee's liability shall include the following:

- (a) The shipper (individual or commercial) and consignor upon tender of the shipment to carrier, and the consignee, upon acceptance of delivery of shipment from carrier, shall be liable, jointly and severally, for all unpaid charges payable on account of a shipment in accordance with applicable tariffs including, but not limited to sums advanced or disbursed by a carrier on account of such shipment. The extension of credit to either shipper or consignee for such unpaid charges shall not thereby discharge the obligation of the other party to pay such charges in the event the party to whom credit has been extended shall fail to pay such charges.
- (b) Shipper and/or consignor acknowledge that no explosives and or dangerous articles or goods shall be contained in shipment. However, shipper and/or consignee shall indemnify carrier against any loss or damage caused by the negligent or intentional inclusion of explosives or dangerous goods therein.

**SECTION 4.** If for any reason other than the fault of carrier, delivery cannot be made at address shown on the face hereof, or at any changed address of which carrier has been notified, carrier, at its option, may cause articles contained in shipment to be stored in a warehouse selected by it at the point of delivery or at other available points, and were held without liability on the part of the carrier, at the cost of the owner, and subject to a lien for all accrued tariff and other lawful charges.

**SECTION 5.** If shipment is refused by consignee at destination, or if shipper, consignee or owner of property fails to receive or claim it within fifteen (15) days after written notice by United States mail addressed to shipper and consignee at post office addresses shown on face hereof, or if shipper fails or refuses to pay applicable charges in accordance with carrier's applicable tariff, carrier may sell the property at its option, either (a) upon notice in the manner authorized by law, or (b) at public auction to highest bidder for cash at a public sale to be held at a time and place named by carrier, thirty (30) days' notice of which sale shall have been given in writing to shipper and consignee, and there shall have been published at least once a week for two consecutive weeks in a newspaper of general circulation at or near the place of sale, a notice thereof containing a description of the property as described in the bill of lading, and the names of the consignor and consignee. The proceeds of any sale shall be applied toward payment of lawful charges applicable to shipment and toward expenses of notice, advertising and sale, and of storing caring for and maintaining property prior to sale, and the balance, if any, shall be paid to owner of property; PROVIDED that any perishable articles contained in said shipment may be sold at public or private sale without such notices, if, in the opinion of carrier, such action is necessary to prevent deterioration or further deterioration.

**SECTION 6.** As a condition precedent to recovery, a claim for any loss or damage, injury or delay, must be filed in writing with carrier within nine (9) months after delivery to consignee as shown on face hereof, or in case of failure to make delivery, then within nine (9) months after a reasonable time for delivery has elapsed; and suit must be instituted against carrier within two (2) years and one (1) day from the date when notice in writing is given by carrier to the claimant that carrier has disallowed the claim or any part or parts thereof specified in the notice. Where a claim is not filed or suit is not instituted thereon in accordance with the foregoing provisions, carrier shall not be liable and such a claim will not be paid. **SUBJECT TO APPLICABLE LAW, ANY CLAIM OR DISPUTE BETWEEN YOU AND BOURNIAS, LLC dba ALL MY SONS MOVING & STORAGE("CARRIER") ARISING FROM OR IN CONNECTION WITH THE TRANSPORTATION OF YOUR GOODS (A "DISPUTE") IN SOUTH CAROLINA INTRASTATE COMMERCE WHETHER UNDER STATE, OR LOCAL LAW, INCLUDING ANY VIOLATION OF ANY APPLICABLE LAW OR REGULATION, SHALL BE RESOLVED BY MANDATORY ARBITRATION IN RICHLAND COUNTY, SOUTH CAROLINA IN ACCORDANCE WITH SOUTH CAROLINA CODE SECTION 15-48-10 ET SEQ., UNIFORM ARBITRATION ACT.**

## NOTICE

### LIMITATION OF LIABILITY ON READY TO ASSEMBLE FURNITURE MADE FROM PRESS BOARD, PARTICLE BOARD, AND ENGINEERED WOOD

Furniture manufactured from pressboard, particleboard, and/or engineered wood is designed to go into a box from the manufacturer, to the retailer, and then to the customer unassembled. It is not constructed to withstand the normal stress of a move as an assembled unit. Most is not designed with the extra wood structural pieces to adequately brace the unit for movement out of or into a residence, and may not withstand the normal truck vibration, even in air-ride trailers. Usually chips or dents are not repairable. Surface impressions can be made on the furniture when writing on a single piece of paper. Assembly instructions frequently suggest that connecting hardware pieces be glued in place. This does not significantly improve the structural integrity of the pieces and makes disassembly impossible without creating substantial, irreparable damage. *When a shipper elects to ship an article as defined herein, and notwithstanding the language contained in this Notice, in no case shall the liability of the carrier exceed \$.60 per pound per article or \$50.00 per article, whichever is greater.*

☐ **Option 1** I/we choose to disassemble and reassemble all pressboard, particleboard, and /or engineered wood furniture prior to move. I/we assume all responsibility for damage to the pressboard, particleboard, and/or engineered wood furniture, which may occur during the disassembly of the furniture.

☐ **Option 2** I/we have engaged the services of another individual or company to disassemble all pressboard, particleboard, and /or engineered wood furniture prior to move. I/we assume all responsibility for damage, which may occur to the pressboard, particleboard, and/or engineered wood during the disassembly of the unit(s).

☐ **Option 3** I/we am/are tendering furniture constructed of pressboard, particleboard, and/or engineered wood fully assembled as part of our move. I/we understand that any claim for damage to the pressboard, particleboard, and /or engineered wood furniture may be denied due to the inherent vice, based on the fact that fully assembled all pressboard, particleboard, and /or engineered wood furniture is inherently susceptible to damage as outlined above.

**SHIPPER, OWNER, OR CONSIGNEE MUST SELECT OPTION 1, 2, or 3.**

\_\_\_\_\_  
NAME OF SHIPPER, OWNER OR CONSIGNEE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF SHIPPER, OWNER, OR CONSIGNEE